

DOCKET NO. 175

Number	Term	Year
328	November	1961

Provident Tradesmens Bank &

Trust Co

Versus

Perry Queen

Ethel Queen

PROVIDENT TRADESMENS BANK AND TRUST COMPANY, 12th and Chestnut Streets, Philadelphia 7, Pa.	:	IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNA.
vs.	:	NO. <u>318</u> <u>Term</u> TERM, 1961
PERRY QUEEN and ETHEL QUEEN, Irvington, Pennsylvania	:	AVERMENT OF DEFAULT

Enter judgment upon the lease hereto annexed and warrant therein contained in the above case and assess the Plaintiff's damages, sec. reg.

Plaintiff and Defendants made and delivered a certain Installment Sales Contract for a 1955 Chevrolet station wagon, bearing Manufacturer's Serial No. C55N132754, for the total sum of Seven hundred one and 76/100 (\$701.76) Dollars payable in twelve (12) monthly payments of Fifty-eight and 48/100 (\$58.48) Dollars per month: See the original contract hereto attached.

And the Plaintiff avers that the said Defendants made default in the payment of October 16, 1961 in the amount of Fifty-eight and 48/100 (\$58.48) Dollars and made default in the payment of all installments which have become due since the said date and said default has continued from the date aforesaid to the date hereof; whereby the whole principal debt aforesaid has become due and payable immediately with interest as per the following statement:

Amount due	\$701.76
Attorney's commission	126.32
Interest included in debt	_____
TOTAL	\$828.08

December 20, 1961

Bell, Alberblatt & Surpke
G. M. L. Alberblatt
 Attorney for Plaintiff

Installment Sale Contract

334 255128

This Installment Sale Contract made this 25 day of Sept., 1961, between

Seller's Name Jack Beasley Ford Sales, Inc., 1901 Margaret Ave., Allentown, Pa. Seller, and
and Address (Name) (Number and Street) (City) (State)Buyer's Name Perry Queen & Ethel Queen Irvona, Pa. Buyer, WITNESSETH THAT
and Address (Name) (Number and Street) (City) (State)

Buyer (which means all Buyers who sign below, jointly and severally) has today purchased on the following terms and conditions from Seller (which means the Seller above named and any assignee of this Contract) the following motor vehicle and extra equipment (hereinafter called "car").

MAKE	TYPE OF BODY	MODEL	MANUFACTURER'S SERIAL NO.	MOTOR NO.	IF TRUCK TONS CAPACITY	YEAR MODEL	NEW	USED
Chev.	Sta. "son	6 cv.	C557132754			1955		

(1) Cash Price of Car including Taxes and following Extra Equipment — itemize:

Radio Heater \$ 695.00
(Make and Model) (Make and Model)

(2) Down Payment—Cash \$ 107.00

Trade-in: Make Pont. Year 1949 \$ 12.16
Model 2dn.

Buyer's Total Down Payment \$ 149.16

(3) Unpaid Cash Price Balance [Item (1) Minus Item (2)] \$ 545.54

(4) Insurance Premium Cost. Estimated Actual \$ 17.75

If the Cost of insurance is estimated, the difference between the estimated cost and the actual cost, including finance charges, will be adjusted at the time of final payment on this Contract. Buyer hereby acknowledges that the selection of the agent or broker for the purchase of the insurance described below was of Buyer's own free and unhampered choice, and that the selection of the insurance company issuing such insurance was made by Buyer, subject to the acceptability of said company to Seller.

Kinds of Insurance: (Check Proper Coverage)

Fire and Broad Form Theft Towing and Labor Cost (not exceeding \$10.00 for any one disablement)

Comprehensive Other Insurance—Describe Below

\$50.00 Deductible Collision credit group life 15.00

Combined Additional Coverage

Expiration Date: 1 year expires 9-25-62 Months After Date of Contract
Amount or Extent of Insurance on Car: Actual Cash Value. Loss Payable to Buyer and Provident Tradesmen's Bank and Trust Company, as interest may appear.

(5) Other Costs as Follows (itemize): sales tax 26.10 Notary 10.00 \$ 36.10

(6) Principal Amount Financed [Sum of Items (3), (4) and (5)] \$ 613.79

(7) Finance Charge \$ 57.97

(8) Time Balance [Sum of Items (6) and (7)] \$ 701.76

(9) Payment Schedule—The Time Balance shall be payable by Buyer at the Office of Provident Tradesmen's Bank and Trust Company, 12th and Chestnut Streets, Philadelphia 7, Pa., in 12 consecutive monthly payments of \$ 58.48 each and one final installment of \$

All payable the same date of each month.

The first installment becomes due Oct. 16th 1961
Said car will be kept at } Number } City, County, and
Said car will be kept at } and Street } State
(Residence of Buyer)

Seller retains title to and shall have a security interest in the car until all installments and other sums due hereunder have been paid by Buyer.

The installments payable hereunder shall not be deemed to have been paid until actually paid to Seller in cash.

Buyer acknowledges receipt of the car, having first examined and tested it and found it to be in first-class condition. Any equipment, repairs and accessories placed thereupon at any time shall become a component part of the car and covered by this Contract.

Buyer warrants that he has not violated any Federal or state law under which a motor vehicle would be subject to seizure or forfeiture, and that he has no record or reputation for violating any such law.

Buyer agrees to keep the car in good physical and operating condition, to maintain and operate it in strict conformity with all laws and ordinances and to keep it free from all taxes, liens, and encumbrances. No injury to or loss or destruction of the car shall release Buyer from his obligations hereunder. If the car is damaged, Buyer shall immediately notify Seller and shall authorize no repairs without the written approval of Seller. Buyer agrees to immediately notify Seller in writing of any seizure of or levy upon or loss of possession or destruction of the car. Buyer further agrees that he will not lease, assign or transfer,

If any said installment is not paid on or before its due date, Buyer agrees to pay to Seller a default charge at the rate of 2% per month on the amount of the installment or installments in arrears, said default charge being payable as the same accrues; provided, however, that said default charge shall be computed on the basis of a full calendar month for any fractional month period in excess of 10 days, and provided further that no default charge shall be payable on account of any installment which is in default because of any acceleration provision in this Contract.

This Contract is subject to the additional terms and provisions on the reverse side hereof, all of which constitute a part hereof.

NOTICE TO BUYER

Do not sign this contract in blank.

You are entitled to an exact copy of the contract you sign.

Keep it to protect your legal rights.

By: *William N. Hilleman*
(Name) *Asst. Sec. - re S.* (Title)*✓ William Hilleman* (SEAL)
Buyer
✓ Ethel Queen (SEAL)
Buyer

The undersigned acknowledges receipt of an exact signed copy of the foregoing at the time of execution thereof.

ADDITIONAL TERMS AND PROVISIONS OF INSTALLMENT SALE CONTRACT

If Buyer shall fail to perform or shall violate any of the provisions hereof, or if the car be levied upon or taken in possession by anyone other than Seller or Buyer or if Buyer becomes insolvent, or if a petition in bankruptcy or for the appointment of a receiver be filed by or against Buyer, Seller shall have the following rights: (a) To declare immediately due and payable any and all sums due or to become due under the terms hereof and to enter judgment for such amount as hereinafter more fully provided, and/or (b) to take immediate possession of the car wherever found, with or without process of law, and for such purpose Seller may peaceably enter any premises where the car may be found and take possession of it and custody of anything found in it and retain all payments as compensation for the use of the car while in Buyer's possession subject to the obligations of Seller as set forth herein. In the event of repossession, Buyer shall send notice by registered mail to Seller within twenty-four hours after repossession if Buyer claims that any articles not included herein were contained in the car at the time of repossession, failure to do so being a waiver of and bar to any subsequent claim therefor. Where Seller repossesses the car and the car contains any personal property of the Buyer and/or of any other persons, Seller shall not be liable for any loss thereof, or any damage thereto, unless such loss or damage is a result of gross negligence on the part of Seller.

If repossession of the car is effected by legal process Buyer shall be liable for such costs of suit and reasonable attorney's fees as provided by the laws governing such legal proceedings.

If repossession of the car is effected otherwise than by legal process:

(a) Seller hereof shall immediately furnish Buyer with a written notice of repossession sent by certified mail directed to the last known address of Buyer, said notice to be in the form required by law.

(b) Buyer shall be liable for costs, including reasonable attorney's fees, incurred by Seller in retaking, storing and repairing said car only when all of the following conditions prevail: (i) when default exceeds 15 days at the time of repossession, and (ii) when such costs represent actual, necessary and reasonable expenses incurred by Seller in retaking, storing and repairing said car excluding any costs incurred in retaking which are charges for services or persons who are full time employees of Seller, and (iii) when such costs are supported by receipts or other satisfactory evidence of payment and the records of Seller show detailed information as to the nature of each item of expense, the amount thereof, the date of payment and to whom paid.

(c) The Department of Banking of the Commonwealth of Pennsylvania has authority to reduce the amount of or prohibit entirely any item of expense in retaking, storing or repairing said car which appears to it to be fictitious, unnecessary, unreasonable or exorbitant or such as would not have been incurred by a prudent person under similar circumstances; this authority also extends to cases in which repossession was effected by legal process.

(d) If said repossession is effected in Pennsylvania, Seller shall retain said car within the county in which it was retaken for a period of 15 days after mailing said notice of repossession. If said repossession is made outside Pennsylvania, said car at the option of Seller may be retained in the vicinity of said retaking for said 15 day period or may be brought back to the county in Pennsylvania in which said car was located at the time it was first delivered to Buyer under this Contract and be retained in said county for said 15 day period. During said 15 day period, or during any subsequent period provided by law, Buyer may redeem said car and terminate this Contract by payment or tender of payment to Seller of the amount of the unpaid Time Balance hereunder plus the amount of any accrued default charges hereunder, plus any costs for which Buyer is liable under (b) preceding, plus any other amount lawfully due under this Contract, less the rebate, if any, of the unearned portion of the Finance Charge hereunder to which Buyer is entitled.

If the car constitutes "consumer goods" as defined in the Pennsylvania Uniform Commercial Code, and if Buyer has paid 60% of the cash price in the case of a purchase money security interest or 60% of the loan in the case of another security interest therein and has not

signed after default a statement renouncing or modifying his rights hereunder, Seller who has taken possession of the car shall sell the same at public or private sale and shall apply the proceeds of such sale to defray the expenses of sale, the expenses of retaking, storing, and preparing for sale the car to which Seller may be entitled and shall pay the balance to the indebtedness hereunder, including as a part of this indebtedness all reasonable attorneys' fees and legal expenses incurred by Seller, and any accrued default charges. Any further balance shall be applied in payment to the extent available of any subordinate security interest in the car if written notification thereof has been given Seller. After such application of the proceeds, Seller shall account to Buyer for any surplus, but Buyer shall be liable for any deficiency.

In all other cases, and whether or not the car constitutes "consumer goods," Seller may after repossession of the car propose to retain the same in satisfaction of Buyer's obligation by giving Buyer written notice of such proposal. If Buyer objects in writing to such proposal within 30 days, Seller must dispose of the car at public or private sale and account for any surplus in the same manner as stated above, holding Buyer liable for any deficiency.

Buyer may have the reasonable value of said car at the time of said sale and the reasonableness of the expenses of retaking and storing determined in any action or proceeding brought by Seller to recover the deficiency, and the said reasonable value as determined or the said sale price, whichever shall be higher, shall be credited to Buyer on account of Buyer's indebtedness hereunder.

Buyer shall be given at least fifteen (15) days' notice of either (i) the date, hour and place of any public sale of the car or (ii) the date after which a private sale is to be made, unless Seller has, prior to such sale, elected to retain the car, as provided by law, in satisfaction of Buyer's indebtedness hereunder.

The car shall be at Buyer's risk and Buyer shall maintain insurance in such amounts, and with such companies, as are satisfactory to Seller. Upon Buyer's failure to do so, or upon cancellation of any such insurance, Seller as creditor of Buyer is authorized to purchase such insurance at Buyer's expense and to collect the same from Buyer directly or to add the same to the unpaid balance to be financed and secured hereby after notice is given to Buyer of this action and of the revised amount of installment payments thenceforth to be paid hereunder by Buyer. However, if Seller elects not to purchase such insurance at Buyer's expense as authorized (and Seller is not required by law so to do) then Buyer's failure to maintain insurance as above required shall constitute a default under this Contract. Buyer hereby assigns to Seller any moneys not in excess of the unpaid balance hereunder which may become payable under such insurance, including return of unearned premiums; and Buyer directs any insurance company to make payment to Seller; Buyer authorizes Seller to apply such proceeds toward the expense if any of repairing the car, to apply the same against any unpaid balance due hereunder, or to pay the same to Buyer all at the option of Seller; and Buyer appoints Seller as attorney-in-fact to endorse any such insurance draft or check on Buyer's behalf.

The waiver of any default shall not operate as a waiver of subsequent default but all rights hereunder shall continue notwithstanding any one or more waivers. No written or oral demand made by Seller to Buyer for the payment of any sum past due hereunder shall operate as a waiver by Seller of its rights hereunder to take immediate possession of the car with or without process of law. The rights and remedies set forth in this Contract shall in no way limit the rights of any party (unless in direct conflict with a rule of law or statute) but shall be deemed to be in addition thereto.

No express warranties of any kind in respect to the car have been made by Seller unless endorsed hereon in writing. This Contract constitutes the sole and entire agreement between the parties hereto, no representations of any kind having been made except as set forth herein. Seller may at any time sell this Contract and it shall then be and become an agreement between the assignee and Buyer, and the assignee shall have and possess all the property, rights and remedies to which Seller is now entitled hereunder with the same effect as if this Contract had been originally entered into by and between the assignee and Buyer.

NOTICE TO BUYER

Under the Motor Vehicle Sales Finance Act, (a) you may prepay in full or in part, the unpaid Time Balance and upon liquidation in full by prepayment, refinancing or termination by surrender or repossession and resale of the car you are or may be entitled to a rebate of the unearned portion of the Finance Charge, and (b) upon repossession Seller may reinstate this Contract and return the car to you upon your payment (or agreement on mutually satisfactory arrangements therefor) of all past due installments and certain other sums provided therein.

SELLER'S ASSIGNMENT

We hereby sell and assign to Provident Tradesmens Bank and Trust Company, its successors and assigns (hereinafter called the "Bank"), the foregoing Contract, and all moneys due or to become due thereunder, and all right, title and interest in the car therein described, without recourse as to Buyer's obligation of payment, with full power to the Bank in its or our name to take all such legal or other proceedings as we might take, save for this assignment. We warrant that: the Contract is genuine; the cash payment and/or the trade-in allowance were received; all statements of facts therein are true; we had good title to the car; Buyer is not an infant and has capacity to contract; we have no knowledge of any facts which impair the validity or value of said Contract; Certificate of Title showing lien or encumbrance in favor of the Bank has been or will be forthwith applied for as required by law. We waive all demands and notice of default and consent that without notice to us, the Bank may extend time to or compound or release any rights against Buyer or any other obligor. If any of the facts warranted above should be untrue, we shall repurchase the foregoing Contract from the Bank upon demand, and without first requiring the Bank to proceed against Buyer, and shall pay therefor the amount owing thereon plus any and all costs and expenses paid or incurred by the Bank in respect thereto.

Date 1-25-61 19 19 Jack Peasley Ford Sales, Inc. Signature
Witness Jack Peasley Title Asst. Sec. Treas. of Dealer

GUARANTY

In consideration of the execution of the Contract on the reverse side hereof, we jointly and severally guarantee to any holder thereof the payment promptly when due of every installment thereunder and the payment on demand of the entire unpaid balance if Buyer defaults in payment of any installment at its due date or in any other manner, without first requiring holder to proceed against Buyer. We waive notice of acceptance hereof and defaults thereunder and consent that holder may, without affecting our liability, release any rights against and grant extensions of time of payment to Buyer and other obligors.

for value received, the undersigned does hereby 25 day of Jan. 19 61
Witness our hands and seals the 25 day of Jan. 19 61

Jack Peasley Ford Sales, Inc. (Seal)

Jack Peasley Ford Sales, Inc. (Seal)

Asst. Sec. Treas. (Seal)

John W. Wallace

Provident Tradesmens Bank and
Trust Company, 12th and Chest-
nut Streets, Philadelphia 7, Pa.

versus

Perry Queen and Ethel Queen,
Irvona, Pennsylvania

In the Court of Common Pleas of
Clearfield County,
Term, 1961

STATEMENT AND CONFESSION

Debt, - - - - - \$701.76.

Attorney's Commission, \$126.32. \$828.08.
Interest ~~from~~ included in debt
Due

The Plaintiff's claim in this case is founded on a single bill, with power of attorney to confess judgment, of which the following is the original contract.

The Plaintiff claims that the above single bill remains due and unpaid.

Attorneys for Plaintiff

Commonwealth of Pennsylvania }
County of Clearfield } ss.

By virtue of the Power of Attorney above recited, I do hereby appear for the said Defendant s, Perry Queen and Ethel Queen - - - - -

and confess judgment against them - - - - - and in favor of the said Plaintiff
Provident Tradesmens Bank and Trust Company - - - - -
for the sum of Seven hundred one and 76/100 (\$701.76) - - - - - Dollars debt, and
One hundred twenty-six and 32/100 (\$126.32) - - - - - Dollars attorney's commission in all
Eight hundred twenty-eight and 08/100 (\$828.08) - - - - - Dollars,
with interest ~~on the debt from the~~ ~~day of~~ ~~Aug 18~~
~~due and payable~~ included in debt costs of suit, release
of all errors, and without stay of execution and inquisition, and extension upon any levy on real
estate is hereby waived, and condemnation agreed to, and the exemption of personal property from
levy and sale on any execution thereon is also hereby expressly waived, and no benefit of exemption
to be claimed under and by virtue of any exemption law now in force, or which may be hereafter
passed.

Bell, Silberblatt & Swoope

S. M. L. Silverbatt
Attorneys for Plaintiff

Attorney for Defendant s

I hereby certify that the residence of the Plaintiff in this judgment is.....
12th and Chestnut Streets, Philadelphia 7, Pa. and the last known
residence of the defendant is 19th and Arch
Philadelphia 5, Pa.
S. M. & Bell, Attorneys for Plaintiff.

Court of Common Pleas of

Clearfield County,
Nov. Term, 19-61.

No. 221

President Tradesmens Bank and
Trust Company.

versus

Perry Queen and Ethel Queen

Statement in Assumpsit and Confession
of Judgment

Judgment, - - - - - \$ 828.08
Debt, - - - - - \$ 701.76
Attorney's Commission, - \$ 126.32
Int. ~~includes~~ debt, *✓*

Filed and judgment entered thereon the
1st day of *Nov* 21/1

Attest
Bell, Hubbard & Burke
Attorneys for Plaintiff.